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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

IN RE LEHMAN BROTHERS HOLDINGS,  
INC., et al.

Debtors.

Chapter 11  
Case No. 08-13555(JPM)  
Jointly Administered

**OBJECTION OF SPRINT SOLUTIONS, INC. TO DEBTORS' PROPOSED CURE  
AMOUNT OF ASSUMED AND ASSIGNED EXECUTORY CONTRACT**

Sprint Solutions, Inc. ("Sprint"), by and through undersigned counsel, respectfully submits its objection to the Debtors' proposed cure amount of the Custom Service Agreement (including all amendments) by and between Sprint and Lehman Brothers Holdings Inc. (LBHI) and/or its affiliates (the "Custom Service Agreement"),<sup>1</sup> which has been assumed by LBHI and assigned to the Purchaser.<sup>2</sup> LBHI owes Sprint \$1,084,194.33 for telecommunication services provided to LBHI under the Custom Service Agreement. Therefore, LBHI (or the Purchaser) must pay Sprint this outstanding balance because the Custom Service Agreement has been assumed and assigned.

1. Before LBHI filed for bankruptcy protection, LBHI and Sprint entered into the Custom Service Agreement under which Sprint agreed to provide LBHI telecommunication services which included wireline and wireless telephone services.

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<sup>1</sup> The Contract List (updated as of October 1, 2008) makes reference to the Custom Service Agreement as a "Master Agreement" with numerous amendments. LBHI is referencing the Custom Service Agreement and the corresponding amendments thereto.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the Sale Order.

2. On September 15, 2008, LBHI filed its voluntary petition under chapter 11 of the Bankruptcy Code.

3. On September 20, 2008, this Court entered the Order under 11 U.S.C. §§ 105(a), 363, and 365 and Federal Rules of Bankruptcy Procedures 2002, 6004, and 6006 Authorizing and Approving (A) the Sale of Purchased Assets Free and Clear of Liens and Other Interests and (B) Assumption and Assignment of Executory Contracts and Leases (the "Sale Order"). See Doc. No. 258. The Sale Order provided, among other things, for the assumption and assignment of the Closing Date Contracts in connection with the transfer of the Purchased Assets to the Purchaser, and that counterparties to the Closing Date Contracts have until October 3, 2008, to file objections to the proposed Cure Amounts.

4. The Custom Service Agreement is a Closing Date Contract. However, LBHI listed the Cure Amount at \$197,853.88. Sprint objects to the Cure Amount because \$1,084,194.33 is due and owing under the Custom Service Agreement. Therefore, LBHI (or the Purchaser) must pay Sprint \$1,084,194.33 to cure the defaults under the Custom Service Agreement, as required by the Sale Order and § 365(b) of the Bankruptcy Code. A chart outlining the accounts and the amounts due and owing under the Custom Service Agreement is attached hereto as Exhibit A.<sup>3</sup>

Respectfully submitted,

/s/ Kenneth M. Misken  
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*Counsel for Sprint Solutions, Inc.*

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<sup>3</sup> The invoices under each account are voluminous and are available upon request.

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing pleading was sent first-class U.S. mail, postage prepaid, this 3<sup>rd</sup> day of October, 2008 to the following:

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/s/ Kenneth M. Misken  
Kenneth M. Misken

EXHIBIT A

| ACCOUNT NUMBER | TOTAL OWED            |
|----------------|-----------------------|
| 756885124      | (\$7.35)              |
| 164405312      | (\$1,164.55)          |
| 202869814      | \$39,337.55           |
| 651988104      | \$6,633.32            |
| 780450222      | \$7,288.68            |
| 838114115      | \$5,042.45            |
| 886956716      | \$3,741.21            |
| 944010513      | (\$2.35)              |
| 950359812      | \$147,353.68          |
| 013113804      | \$1,777.09            |
| 013135169      | \$27,631.94           |
| 013106493      | \$1,151.68            |
| 922292307      | \$0.00                |
| 922341077      | \$244,422.25          |
| 923012575      | \$37.27               |
| 925585310      | \$26.01               |
| 624654180      | \$19.59               |
| 925254395      | \$287,912.41          |
| 925395269      | \$125.16              |
| 925427151      | (\$836.96)            |
| 923658140      | \$7.53                |
| 013150056      | (\$1,221.13)          |
| 013111938      | (\$21,025.16)         |
| 7020656        | \$337,336.00          |
| <b>TOTAL:</b>  | <b>\$1,085,586.32</b> |